



221 E. Fourth St.
P.O. Box 2301
Cincinnati, Ohio 45201-2301

RECEIVED
2009 SEP -4 PM 10:05
PUBLIC SERVICE
COMMISSION

September 3, 2009

Public Service Commission of South Carolina
Attn: Docketing Department
101 Executive Center Drive
Columbia, SC 29210

RE: Cincinnati Bell Any Distance Inc.'s Application for a Certificate of Public Convenience and Necessity to Provide Resold Local Exchange Services and for Flexible Regulation of its Local Exchange Services.

Federal

Dear Sir/Madame:

Cincinnati Bell Any Distance Inc. is submitting for filing an original and ten copies of the application for authority to provide resold local exchange services in the State of South Carolina.

Should you have any questions please do not hesitate to contact me at (513)397-1296 or Kathy.campbell@cinbell.com.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Campbell".

Kathy Campbell
Regulatory Specialist

Attachment

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

RECEIVED
2009 SEP -4 AM 10:28
SOUTH CAROLINA
PUBLIC SERVICE
COMMISSION

APPLICATION OF CINCINNATI BELL ANY DISTANCE)
INC. FOR A CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO PROVIDE RESOLD LOCAL)
EXCHANGE SERVICES AND FOR FLEXIBLE)
REGULATION OF ITS LOCAL EXCHANGE SERVICES)

DOCKET NO. _____

Cincinnati Bell Any Distance Inc. ("CBAD" or "Applicant") pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Provide Resold Local Exchange Service within the State of South Carolina. In addition, CBAD requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. §58-9-585 and the general regulatory authority of the Commission. CBAD is currently an authorized long distance services provider under authority granted by the Commission in Docket No. 1994-235-C, Order No. 2004-51 dated February 5, 2004.

CBAD proposes to offer resold local exchange telecommunications services to customers throughout the state. CBAD's primary market is business customers. CBAD intends to provide local exchange services, custom calling and CLASS features and bundled services such as local and long distance services in a combined package. In addition, the Company will provide to its customers additional custom calling and class features, access to emergency call services (e.g. 911), directory assistance and other ancillary services.

All services are available twenty-four (24) hours per day, seven (7) days a week. CBAD will commence offering service following the granting of this application.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, CBAD respectfully states as follows:

1. The name and address of the Applicant are:

Applicant Cincinnati Bell Any Distance Inc.
Address 221 East 4th Street Rm. 1280 Cincinnati, Ohio 45201
Telephone: 1 800-571-6601
Facsimile: 513 362-1307
Toll Free: 1 800-571-6601
Website: www.cincinnati-bell.com

2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

Attorney name Douglas E. Hart
Address 441 Vine Street
Suite 4192
Cincinnati, Ohio 45202
Telephone: 513 621-6709
Facsimile: 513 621-6981
E-mail: dhart@douglasshart.com

3. Contact person regarding ongoing operations of the Company is:

Applicant Kathy Campbell
Telephone: 513 397-1296
Facsimile: 513 421-1367
E-mail: Kathy.campbell@cinbell.com

4. Description of Applicant

CBAD was incorporated in the state of Delaware on November 14, 1987. Certificates of Incorporation and Authority to Transact Business in the State of South Carolina are attached hereto as Exhibit A. CBAD is also a certified provider of long distances services in South Carolina through authority granted by this Commission in Docket No. 1994-235-C – Order No. 2004-51 dated February 5, 2004.

5. Officers and Directors and Legal Counsel

See Exhibit B

6. Customer Service

CBAD understands the importance of effective customer service for local and long distance service consumers. CBAD has made arrangements for its customers to call the Company at its toll-free customer service number, 800-571-6601. In addition, customers may contact the Company in writing at the headquarters address and via e-mail at http://www.cincinnati-bell.com/customer_support/contact_us/online/.com. The toll-free number will be printed on the customers' monthly billing statements.

7. Financial Ability

CBAD has sufficient financial resources to operate in South Carolina. In support of the Company's financial ability to provide the proposed services, CBAD offers its financial statements in Exhibit C.

8. Managerial and Technical Ability

Exhibit D contains a brief overview of the managerial experience of CBAD. The Company has the managerial experience in the telecommunications industry that will allow it to be a successful competitive local exchange and toll provider.

9. Proposed Service Territory

CBAD proposes to offer resold local exchange service. Local exchange service will be offered within the present operating areas of AT&T South Carolina and long distance service will be offered throughout the State of South Carolina. Exhibit E contains the proposed local tariff of CBAD.

10. Public Interest and Need

Approval of this application and CBAD's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, CBAD will offer its customers the ability to have seamless service for local services as well as intrastate, interstate and international toll services.

The granting of CBAD's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regard Applicant makes the following representations to the Commission:

- A. CBAD possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by CBAD will not adversely impact the availability of affordable local exchange service;
- C. CBAD's local services will meet the service standards required by the Commission;

- D. CBAD, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by CBAD will not adversely impact the public interest.

CBAD's entry into the local market will not disadvantage any telephone service providers. Incumbent LEC's are presently serving nearly all of the local exchange customers in South Carolina. The history of telecommunications competition has demonstrated that as new entrants improved the price performance of service, consumers benefited from a wider choice of service and options. The resulting reduced rates that competitive pressures brought to the market stimulated demand, resulting in growing revenues for both new entrants and established firms. CBAD expects that this same phenomena to affect local service over time, thus creating a larger market for all carriers. Therefore, the approval of Applicant's application is clearly in the public interest.

11. Waivers and Regulatory Compliance

CBAD requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. CBAD requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, CBAD currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant's operations. Therefore, CBAD requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, Applicant requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Cincinnati, Ohio. In the event that the Commission finds it necessary to review CBAD's books, this information will be provided upon request to the Commission or CBAD will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. CBAD requests that it not be required to publish local exchange directories. Applicant will make arrangements with the incumbent LECs whereby the names of CBAD's customers will be included in the directories published by the incumbent LECs. These directories will be distributed to CBAD's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both CBAD and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information. It would be an unnecessary burden on the CBAD to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for CBAD to simply include its customer list in the existing directories of the incumbent LECs.

- D. CBAD finally requests waivers of any reporting requirements which are not applicable to competitive providers such as CBAD because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

CBAD reserves the right to seek any regulatory waivers which may be required for CBAD to compete effectively within the states' local exchange and resale market.

12. Flexible Regulation of Local Exchange Services

In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. CBAD submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above mentioned docket. The CBAD requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

13. Alternative Regulation of Business Service Offerings

In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. CBAD submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. Applicant requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

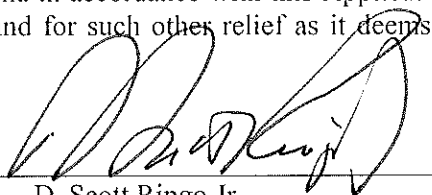
This Application demonstrates that CBAD has the technical, financial and managerial resources to provide facilities-based and resold local exchange service and resold-based long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all local telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application of CBAD will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange and local marketplace. Competition in the

the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange and local marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, CBAD respectfully petitions this Commission for authority to operate as a resold provider of local exchange service in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, and for such other relief as it deems necessary and appropriate.

By



D. Scott Ringo Jr.
Asst. Corporate Secretary
Cincinnati Bell Any Distance Inc.
221 East 4th Street Room 1280
Cincinnati, Ohio 45201
Telephone: 513 397-1354
Facsimile: 513 421-1367
E-mail: scott.ringo@cinbell.com

Cincinnati, Ohio

September 3, 2009

Cincinnati Bell Any Distance Inc.

SCHEDULE OF EXHIBITS

Exhibit A	Articles of Incorporation/ Certificate of Authority
Exhibit B	Officers, Directors and Legal Counsel
Exhibit C	Financial Statements
Exhibit D	Resumé of Key Employees
Exhibit E	Proposed Local Tariff (<i>CLEC</i>)

EXHIBIT A

**ARTICLES OF INCORPORATION AND
CERTIFICATE OF AUTHORITY**

CINCINNATI BELL ANY DISTANCE INC.

Delaware

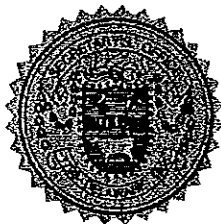
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CINCINNATI BELL ANY DISTANCE INC.", A OHIO CORPORATION,
WITH AND INTO "BTI INC." UNDER THE NAME OF "CINCINNATI BELL ANY DISTANCE INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2003, AT 1:41 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2145225 8100M

AUTHENTICATION: 2501118

030427080

DATE: 06-27-03

STATE OF DELAWARE

CERTIFICATE OF MERGER OF
CINCINNATI BELL ANY DISTANCE INC.
INTO
BTI INC.

Pursuant to Title 8, Section 252(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is BTI Inc. ("BTI"), Delaware corporation, and the name of the corporation being merged into this surviving corporation is Cincinnati Bell Any Distance Inc. ("CBAD"), an Ohio corporation.

SECOND: The Plan and Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of BTI and CBAD.

THIRD: The name of the surviving corporation shall be changed to Cincinnati Bell Any Distance Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of BTI shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: The authorized capital stock of CBAD consists of 850 common shares without par value.

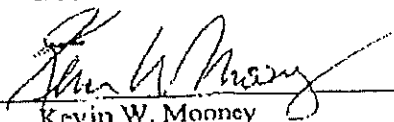
SIXTH: The merger of CBAD with and into BTI is to be effective upon filing of this Certificate with the Delaware Secretary of State.

SEVENTH: The executed Plan and Agreement of Merger is on file at 201 East Fourth Street, Cincinnati, Ohio 45202, the place of business of the surviving corporation.

EIGHTH: A copy of the Plan and Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholders of the constituent corporations.

IN WITNESS WHEREOF, BTI Inc. has caused this Certificate to be signed by Kevin W. Mooney, its Chief Executive Officer, this 23rd day of June 2003.

BTI INC.

By: 
Kevin W. Mooney
Chief Executive Officer

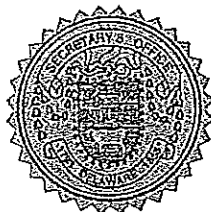
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF CORRECTED CERTIFICATE OF AMENDMENT OF "BTI INC.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF JUNE, A.D. 2003, AT 12:14 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2145225 8101

030415323

AUTHENTICATION: 2493461

DATE: 06-25-03

Secretary of State
Division of Corporations
Delivered 12:14 PM 06/24/2003
FILED 12:14 PM 06/24/2003
SRV 030415323 - 2145225 FILE

**CORRECTED CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
BTI INC.**

BTI INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

1. The name of the corporation is BTI INC.
2. A Certificate of Amendment of the Certificate of Incorporation (the "Instrument") was filed with the Secretary of State of the State of Delaware on June 2, 2003 which contains an inaccurate record of the corporate action taken therein, and said Instrument requires correction as permitted by subsection (f) of Section 103 of the General Corporation Law of the State of Delaware.
3. The heading of the Instrument incorrectly identifies the Instrument as the "Certificate of Amendment of Certificate of Incorporation" rather than the "Certificate of Amendment to the Restated Certificate of Incorporation of Broadwing Telecommunications Inc." The Instrument incorrectly states in Article First that the amendment set forth therein was approved by the board of directors of the corporation at a meeting of the board of directors of the corporation, when in fact the amendment was approved by the written consent of the board of directors. The Instrument further incorrectly indicates in Article First that the amendment set forth therein was to Article I of the Certificate of Incorporation of the corporation rather than to Article I of the Restated Certificate of Incorporation of the corporation and further inadvertently omits language in Article I. The Instrument further incorrectly states in Article Second that the amendment set forth therein was approved by the stockholders of the corporation at a meeting of the stockholders of the corporation, when in fact the amendment to the name of the corporation was approved by written consent of the stockholders of the corporation pursuant to Section 228 of the General Corporation Law of the State of Delaware.

4. The Certificate of Amendment is therefore amended to read in its corrected form as follows:

**CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
BROADWING TELECOMMUNICATIONS INC.**

Broadwing Telecommunications Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

1. The Restated Certificate of Incorporation of the Corporation is hereby amended by deleting Article I thereof in its entirety and inserting the following in lieu thereof:

"ARTICLE I: The name of the corporation is BTI INC. (the "Corporation")."

2. The foregoing amendment was duly adopted in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Corrected Certificate of Amendment to be executed by its duly authorized officer on this 24th day of June, 2003.

BTI INC.

By: *Amy Collins*
Name: Amy Collins
Title: Assistant Secretary

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BROADWING TELECOMMUNICATIONS INC.", CHANGING ITS NAME FROM "BROADWING TELECOMMUNICATIONS INC." TO "BTI INC.", FILED IN THIS OFFICE ON THE SECOND DAY OF JUNE, A.D. 2003, AT 1:55 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2145225 8100

AUTHENTICATION: 2452268

030361729

DATE: 06-04-03

STATE of DELAWARE
CERTIFICATE of AMENDMENT of
CERTIFICATE of INCORPORATION

- **First:** That at a meeting of the Board of Directors of _____
BROADWING TELECOMMUNICATIONS INC.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof.

The resolution setting forth the proposed amendment is as follows:

Resolved, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "1" so that, as amended, said Article shall be and read as follows:

" BTI INC.

- **Second:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- **Third:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
- **Fourth:** That the capital of said corporation shall not be reduced under or by reason of said amendment.

BY: _____

Amy Collins
(Authorized Officer)

NAME: AMY COLLINS, ASST. CORP. SEC.
(Type or Print)

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
BROADWING TELECOMMUNICATIONS INC.**

Broadwing Telecommunications Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

1. Jeffrey C. Smith is the duly elected and acting Secretary of the Corporation.
2. Article III.A. of the Certificate of Incorporation of the Corporation is amended to read in full as follows:

Article III

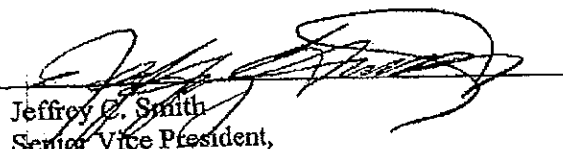
A. Classes of Stock. The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Class 1 Preferred Stock." The total number of shares of stock which the Corporation is authorized to issue is 100,100 shares consisting of 100 (one hundred) shares of Common Stock with a par value of \$0.0001 per share, and One Hundred Thousand (100,000) shares of Class 1 Preferred Stock, with a par value of \$0.0001 per share. Upon the effectiveness of this Certificate of Incorporation, each 18,000,000 shares of the Corporation's Common Stock then issued and outstanding shall automatically, without any action on the part of the Corporation or any person, be converted into one hundred shares of Common Stock of the Corporation.

3. This Certificate of Amendment to the Certificate of Incorporation has been duly approved by the Board of Directors of the Corporation.
4. This Certificate of Amendment to the Certificate of Incorporation has been duly approved by the holders of all of the outstanding shares of Common Stock of the Corporation, \$0.0001 per value per share, and Class 1 Preferred Stock of the Corporation, \$0.0001 per value per share, of the Corporation by written consent in lieu of a meeting in accordance with the applicable provisions of Section 228 and Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer, on this 28th day of September, 2001.

BROADWING TELECOMMUNICATIONS INC.

By:


Jeffrey E. Smith
Senior Vice President,
Chief Administrative Officer,
General Counsel and Secretary

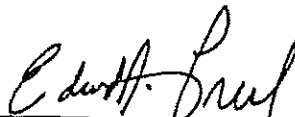
State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ECLIPSE TELECOMMUNICATIONS, INC.", CHANGING ITS NAME FROM "ECLIPSE TELECOMMUNICATIONS, INC." TO "BROADWING TELECOMMUNICATIONS INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF NOVEMBER, A.D. 1999, AT 10 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Edward J. Freel, Secretary of State

2145225 8100

991482562

AUTHENTICATION: 0078394

DATE: 11-12-99

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
ECLIPSE TELECOMMUNICATIONS, INC.

Eclipse Telecommunications, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That Jeffrey C. Smith, is the duly elected and acting Secretary of Eclipse Telecommunications, Inc., a Delaware corporation (the "Corporation").

2. That Article I of the Certificate of Incorporation of the Corporation is amended to read in full as follows:

"ARTICLE I: The name of the corporation shall be "BroadWing Telecommunications Inc." (the "Corporation")."

3. That this Certificate of Amendment of Certificate of Incorporation has been duly approved by the Board of Directors of the Corporation.

4. That this Certificate of Amendment of Certificate of Incorporation has been duly approved by the holder of all of the outstanding shares of common stock, \$0.000001 par value per share, and Class 1 Preferred Stock, \$0.000001 par value per share, of the Corporation by written consent in lieu of a meeting in accordance with the applicable provisions of Section 228 and Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer, on this 12th day of November, 1999.

ECLIPSE TELECOMMUNICATIONS, INC.

By: _____

Jeffrey C. Smith, Senior Vice President,
Chief Administrative Officer,
General Counsel and Secretary

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "NETWORK LONG DISTANCE, INC.", FILED A CERTIFICATE OF MERGER, CHANGING ITS NAME TO "ECLIPSE TELECOMMUNICATIONS, INC.", THE THIRD DAY OF JUNE, A.D. 1998, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2145225 8320

981268327

AUTHENTICATION:

DATE:

9189279

07-10-98

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

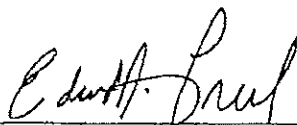
"PISCES ACQUISITION CORP.", A DELAWARE CORPORATION,
WITH AND INTO "NETWORK LONG DISTANCE, INC." UNDER THE NAME OF "ECLIPSE TELECOMMUNICATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF JUNE, A.D. 1998, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



2145225 8100M

981214027


Edward J. Freel, Secretary of State

AUTHENTICATION: 9118019

DATE: 06-03-98

CERTIFICATE OF MERGER
OF
PISCES ACQUISITION CORP.
INTO
NETWORK LONG DISTANCE, INC.

(Under Section 251 of the General Corporation Law of the
State of Delaware)

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware hereby certifies that:

- (1) The name and state of incorporation of each of the constituent corporations are:
 - (a) Network Long Distance, Inc., a Delaware corporation ("Network"); and
 - (b) Pisces Acquisition Corp., a Delaware corporation ("Acquisition").
- (2) An agreement and plan of merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by Network and Acquisition in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.
- (3) The name of the surviving corporation is Network Long Distance, Inc., which shall be renamed as Eclipse Telecommunications, Inc.
- (4) The Certificate of Incorporation of Network shall be the Certificate of Incorporation of the surviving corporation, except that, as set forth in the Merger Agreement, Article I of the Certificate of Incorporation of the surviving corporation shall be amended to read as follows: "The name of the corporation is Eclipse Telecommunications, Inc."
- (5) The executed Merger Agreement is on file at the principal place of business of Network at 11817 Canon Boulevard, Suite 600, Newport News, Virginia 23606.
- (6) A copy of the Merger Agreement will be furnished by Network on request and without cost to any stockholder of any constituent corporation.
- (7) This Certificate of Merger shall be effective at 5:00 p.m. Eastern Daylight Time on June 3, 1998.

FROM RICHARDS, FINGER & LAYTON #1

(WED) 6. 3' 98 17:05/ST. 17:04/NO. 4861004394 P 3

IN WITNESS WHEREOF, Network has caused this certificate to be signed by Timothy A. Barton, its President, on the 29th day of May, 1998.

NETWORK LONG DISTANCE, INC.

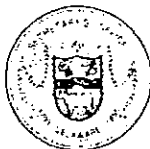
By: 

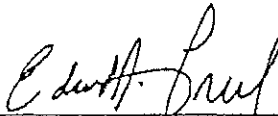
Name: Timothy A. Barton

Title: President

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HARMONEY STREET CAPITAL, INC.", CHANGING ITS NAME FROM "HARMONEY STREET CAPITAL, INC." TO "NETWORK LONG DISTANCE, INC.", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1991, AT 9 O'CLOCK A.M.





Edward J. Freel, Secretary of State

2145225 8100

981189818

AUTHENTICATION: 9087737

DATE: 05-18-98

State of Delaware

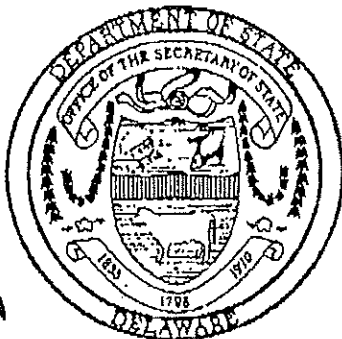
PAGE 1



Office of Secretary of State

I, JEFFREY D. LEWIS, ACTING SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HARMONEY STREET CAPITAL, INC." FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1991, AT 9 O'CLOCK A.M.

* * * * *



913305195

Jeffrey D. Lewis
ACTING SECRETARY OF STATE

AUTHENTICATION: *3304838
DATE: 01/09/1992

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/25/1991
913305195 - 2145225

CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF
HARMONEY STREET CAPITAL, INC.
CHANGING ITS NAME TO
NETWORK LONG DISTANCE, INC.

HARMONEY STREET CAPITAL, INC., a corporation organized and existing under and by virtue of The General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the name of the Corporation is Harmoney Street Capital, Inc.

SECOND: The original Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on December 3, 1987.

THIRD: That the Board of Directors and Shareholders of said corporation have adopted a resolution proposing and declaring advisable the following amendment to the Certificate of said corporation in accordance with the provisions of Section 242 of the General Corporation Law of Delaware:

RESOLVED: That Article I of the Certificate of Incorporation of the Corporation be amended in its entirety to read as follows:

"ARTICLE I
NAME

The name of the Corporation shall be: Network Long Distance, Inc."

IN WITNESS WHEREOF, the undersigned officers, for and on behalf of the Corporation, have signed this Certificate of Amendment to the Certificate of Incorporation, as their free and

voluntary act and deed on behalf of the Corporation, and the facts
stated herein are true, this 19th day of November, 1991.

HARMONEY STREET CAPITAL, INC.

ATTEST:

By Marc I. Becker
Marc I. Becker, Secretary

By Michael M. Ross
Michael M. Ross, President

STATE OF Colorado)
COUNTY OF Denver) ss.

I, the undersigned, a Notary Public, hereby certify that on
the 19th day of November, 1991, personally appeared before
me, Michael M. Ross and Marc I. Becker, who being by me first duly
sworn, declared that they are the persons who signed the foregoing
document for and on behalf of this corporation as President and
Secretary thereof, respectively, that it was their free and
voluntary act and deed, and that the statements therein contained
are true.

WITNESS my hand and official seal.

My Commission expires April 20, 1994



Virginia M. Anglada
Notary Public

Address: 511 16th St., #400
Denver, Co 80202

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "HARMONEY STREET CAPITAL, INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF DECEMBER, A.D. 1987, AT 3 O'CLOCK P.M.





Edward J. Freel, Secretary of State

2145225 8100

981189818

AUTHENTICATION: 9087736

DATE: 05-18-98

State of Delaware



26285

Office of Secretary of State

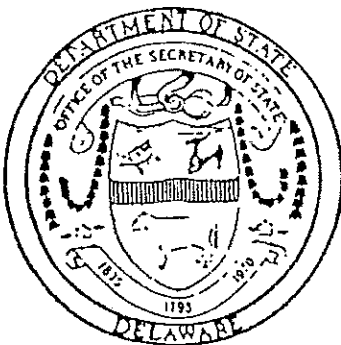
A. MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF INCORPORATION OF HARMONEY STREET
CAPITALS, INC. FILED IN THIS OFFICE ON THE THIRD DAY OF DECEMBER,
A.D. 1987, AT 3 O'CLOCK P.M.

RECEIVED FOR RECORD

Dec. 9 A.D. 19 87

Michael T. Schaefer
RECORDER

\$3.00 STATE DOCUMENT FEE PAID



Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION:

DATE:

707337018

CERTIFICATE OF INCORPORATION

OF

HARMONEY STREET CAPITAL, INC.

FILED

DEC 8 1987

M. H. H. H.
SECRETARY OF STATE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned incorporator being a natural person of the age of eighteen years or more and desiring to form a body corporate under the laws of the State of Delaware does hereby sign, verify and deliver in duplicate to the Secretary of State of the State of Delaware, the Certificate of Incorporation:

ARTICLE I

NAME

The name of the Corporation shall be : Harmoney Street Capital, Inc.

ARTICLE II

PERIOD OF DURATION

The Corporation shall exist in perpetuity, from and after the date of filing the Certificate of Incorporation with the Secretary of State of Delaware unless dissolved according to law.

ARTICLE III

PURPOSES AND POWERS

1. Purposes. Except as restricted by the Certificate of Incorporation, the Corporation is organized for the purpose of transacting all lawful business for which corporations may be incorporated pursuant to the General Corporation Law of Delaware.

2. General Powers. Except as restricted by the Certificate of Incorporation, the Corporation shall have and may exercise all powers and rights which a corporation may exercise legally pursuant to the General Corporation Law of Delaware.

3. Issuance of Shares. The board of directors of the Corporation may divide and issue any class of stock of the Corporation in series pursuant to a resolution properly filed with the Secretary of State of the State of Delaware.

ARTICLE IV

CAPITAL STOCK

The aggregate number of shares which this Corporation shall have authority to issue is One Hundred Million (100,000,000) shares of \$0.0001 par value each, which shares shall be designated "Common Stock"; and Twenty Five Million (25,000,000) shares of \$.01 par value each, which shares shall be designated "Preferred Stock" and which may be issued in one or more series

at the discretion of the Board of Directors. In establishing a series the Board of Directors shall give to it a distinctive designation so as to distinguish it from the shares of all other series and classes, shall fix the number of shares in such series, and the preferences, rights and restrictions thereof. All shares of any one series shall be alike in every particular except as otherwise provided by this Certificate of Incorporation or the General Corporation Law of Delaware.

1. Dividends. Dividends in cash, property or shares shall be paid upon the Preferred Stock for any year on a cumulative or noncumulative basis as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock, to the extent earned surplus for each such year is available, in an amount as determined by a resolution of the Board of Directors. Such Preferred Stock dividends shall be paid pro rata to holders of Preferred Stock in any amount not less than nor more than the rate as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. No other dividends shall be paid on the Preferred Stock.

Dividends in cash, property or shares of the Corporation may be paid upon the Common Stock, as and when declared by the Board of Directors, out of funds of the Corporation to the extent and in the manner permitted by law, except that no Common Stock dividend shall be paid for any year unless the holders of Preferred Stock, if any, shall receive the maximum allowable Preferred Stock dividend for such year.

2. Distribution in Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, and after paying or adequately providing for the payment of all its obligations, the remainder of the assets of the Corporation shall be distributed, either in cash or in kind, first pro rata to the holders of the Preferred Stock until an amount to be determined by a resolution of the Board of Directors prior to issuance of such Preferred Stock, has been distributed per share, and, then, the remainder pro rata to the holders of the Common Stock.

3. Redemption. The Preferred Stock may be redeemed in whole or in part as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock, upon prior notice to the holders of record of the Preferred Stock, published, mailed and given in such manner and form and on such other terms and conditions as may be prescribed by the Bylaws or by resolution of the Board of Directors, by payment in cash or Common Stock for each share of the Preferred Stock to be redeemed, as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. Common Stock used to redeem Preferred Stock shall be valued as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. Common Stock used to redeem Preferred

Stock shall be valued as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. Any rights to or arising from fractional shares shall be treated as rights to or arising from one share. No such purchase or retirement shall be made if the capital of the Corporation would be impaired thereby.

If less than all the outstanding shares are to be redeemed, such redemption may be made by lot or pro rata as may be prescribed by resolution of the Board of Directors; provided, however, that the Board of Directors may alternatively invite from shareholders offers to the Corporation of Preferred Stock at less than an amount to be determined by a resolution of the Board of Directors prior to issuance of such Preferred Stock, and when such offers are invited, the Board of Directors shall then be required to buy at the lowest price or prices offered, up to the amount to be purchased.

From and after the date fixed in any such notice as the date of redemption (unless default shall be made by the Corporation in a payment of the redemption price), all dividends on the Preferred Stock thereby called for redemption shall cease to accrue and all rights of the holders thereof as stockholders of the Corporation, except the right to receive the redemption price, shall cease and terminate.

Any purchase by the Corporation of the shares of its Preferred Stock shall not be made at prices in excess of said redemption price.

4. Voting Rights; Cumulative Voting. Each outstanding share of Common Stock shall be entitled to one vote and each fractional share of Common Stock shall be entitled to a corresponding fractional vote on each matter submitted to a vote of shareholders. A majority of the shares of Common Stock entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Except as otherwise provided by this Certificate of Incorporation or the General Corporation Law of Delaware, if a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders. When, with respect to any action to be taken by shareholders of this Corporation, the laws of Delaware require the vote of concurrence of the holders of two-thirds of the outstanding shares, of the shares entitled to vote thereon, or of any class or series, such action may be taken by the vote or concurrence of a majority of such shares or class or series thereof. Cumulative voting shall not be allowed in the election of directors of this Corporation.

Shares of Preferred Stock shall only be entitled to such vote as is determined by the Board of Directors prior to the issuance of such stock, except as required by law, in which case each share of Preferred Stock shall be entitled to one vote.

5. Denial of Preemptive Rights. No holder of any shares of the Corporation, whether now or hereafter authorized, shall have any preemptive or preferential right to acquire any shares or securities of the Corporation, including shares or securities held in the treasury of the Corporation.

6. Conversion Rights. Holders of shares of Preferred Stock may be granted the right to convert such Preferred Stock to Common Stock of the Corporation on such terms as may be determined by the Board of Directors prior to issuance of such Preferred Stock.

ARTICLE V TRANSACTIONS WITH INTERESTED DIRECTORS

No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable solely because of such relationship or interest or solely because such directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction or solely because their votes are counted for such purpose if:

(a) The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(b) The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

(c) The contract or transaction is fair and reasonable to the corporation.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE VI
CORPORATE OPPORTUNITY

The officers, directors and other members of management of this Corporation shall be subject to the doctrine of "corporate opportunities" only insofar as it applies to business opportunities in which this Corporation has expressed an interest as determined from time to time by this Corporation's board of directors as evidenced by resolutions appearing in the Corporation's minutes. Once such areas of interest are delineated, all such business opportunities within such areas of interest which come to the attention of the officers, directors, and other members of management of this Corporation shall be disclosed promptly to this Corporation and made available to it. The board of directors may reject any business opportunity presented to it and thereafter any officer, director or other member of management may avail himself of such opportunity. Until such time as this Corporation, through its board of directors, has designated an area of interest, the officers, directors and other members of management of this Corporation shall be free to engage in such areas of interest on their own and this doctrine shall not limit the rights of any officer, director or other member of management of this Corporation to continue a business existing prior to the time that such area of interest is designated by the Corporation. This provision shall not be construed to release any employee of this Corporation (other than an officer, director or member of management) from any duties which he may have to this Corporation.

<u>Name</u>	<u>Address</u>
Michael J. Bergner	35 West 64th Street New York, New York 10023
Leon L. Nowalsky	2732 Whitney Place Apartment 309 Metairie LA 70002
Miriam E. Meibaum	79 Androus Kenner, LA 70065

ARTICLE VII
NAME AND ADDRESS OF REGISTERED AGENT

Its registered office and place of business in the State of Delaware is to be located at 410 South State Street in the City of Dover, County of Kent. The Registered Agent in charge thereof is: XL CORPORATE SERVICES, INC.

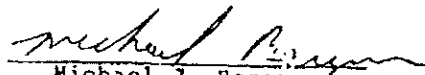
ARTICLE XIII
INCORPORATOR

The name and address of the incorporator is as follows:

Michael J. Bergner

35 West 64th Street
New York, New York 10023

IN WITNESS WHEREOF, the above-named incorporator, for the purpose of forming a corporation under the Laws of the State of Delaware, does make, file and record this Certificate of Incorporation and certify that the facts herein stated are true and have, accordingly, set his hand and seal at New York, New York this 14th day of November, 1987.


Michael J. Bergner

SEP 02 2003

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

FILED

SEP 02 2003

Mark Hammond
SECRETARY OF STATE 4

APPLICATION FOR AN AMENDED CERTIFICATE
OF AUTHORITY BY A FOREIGN CORPORATION
TO TRANSACT BUSINESS IN SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-104 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for an amended certificate of authority to transact business in the State of South Carolina and for that purpose submits the following statement:

1. The name of the corporation is BTI INC.
- 1a. The above named corporation received a Certificate of Authority to transact business in South Carolina on 02/05/1993.
2. This application is filed for the following reason (complete all applicable items):
☒ a. The corporation has changed its corporate name as follows CINCINNATI BELL ANY DISTANCE INC.
☐ b. The corporation has changed its duration to _____
☐ c. The corporation has changed the state or country of its incorporation to _____
3. The name of the corporation for the purpose of transacting business in South Carolina is (See Sections 33-4-101 and 33-15-106) and see Section 33-19-500(b)(1) if the corporation is a professional corporation _____
4. It is incorporated as (check applicable item) ☒ a general business corporation, ☐ a professional corporation under the laws of the state of DELAWARE
5. The date of its incorporation is 12/03/1987 and the period of its duration is PERPETUAL
6. The address of the principal office of the corporation in the jurisdiction of its incorporation is _____
2711 CENTERVILLE ROAD, in the city of WILMINGTON
Street Address
and the state of DELAWARE 19808
Zip Code
7. The address of the registered office in the state of South Carolina is 500 THURMOND MALL
BOULEVARD Street Address
in the city of COLUMBIA, South Carolina 29201
Zip Code
8. The name of the registered agent in this state at such address is CORPORATION SERVICE COMPANY
9. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of those persons who are exercising the statutory authority of directors on behalf of the corporation) and principal officers:

Name of Corporation

a) Name of Directors Business Address

See attached Officers and Directors rider

b) Name and Office of Business Address
Principal Officers

10. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares (and Series, if any)	Authorized No. of Each Class (and Series)
<u>COMMON</u>	<u>100</u>
<u>PREFERRED</u>	<u>100000</u>
_____	_____
_____	_____

11. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230): _____

Date 8-26-03

CINCINNATI BELL ANY DISTANCE INC.
Name of Corporation

Amy Collins
Signature of Officer

AMY COLLINS, CORP. SEC.
Type or Print Name and Office

Cincinnati Bell Any Distance Inc. (Delaware)
(f/k/a BTI Inc. and Broadwing Telecommunications Inc.
and Eclipse Telecommunications, Inc.)

Director

Thomas L. Schilling

Officers

John F. Cassidy	President and Chief Executive Officer
Thomas L. Schilling	Chief Financial Officer
Mary E. McCann	Senior Vice President – Internal Controls
Mark W. Peterson	Vice President - Treasurer
Christopher J. Wilson	Vice President and General Counsel
Amy K. Collins	Corporate Secretary
Thomas W. Bosse	Associate General Counsel and Assistant Corporate Secretary
Kimberly H. Sheehy	Director – Corporate Tax

EXHIBIT B

LIST OF OFFICERS, DIRECTORS AND LEGAL COUNSEL

CINCINNATI BELL ANY DISTANCE INC.

Cincinnati Bell Any Distance Inc. Officers, Directors and Legal Counsel

Scott P. Thomas	Director
John F. Cassidy	President and Chief Executive Officer
Brian A. Ross	Chief Operating Officer
Gary Wojtaszek	Chief Financial Officer
Kurt A. Freyberger	Vice President, Controller
Christopher J. Wilson	Vice President, General Counsel & Secretary
David L. Heimbach	Vice President – eVolve Business Solutions
Christopher C. Elma	Director, Tax and Internal Audit
Scott P. Thomas	Director - Tax
D. Scott Ringo	Assistant Secretary and Director of Regulatory Affairs
Susan D. McClarnon	Assistant Corporate Secretary

All of the officers are located at 221 East Fourth Street, Cincinnati, Ohio 45201

Legal counsel see application.

EXHIBIT C
FINANCIAL STATEMENTS
CINCINNATI BELL ANY DISTANCE INC.

Cincinnati Bell Any Distance Inc. is a subsidiary of Cincinnati Bell Inc. (CBI), the parent company. For this reason CBI's audited financial statements are being used to show Cincinnati Bell Any Distance Inc.'s financial capability. Included with this filing are pages from CBI's 2008 10K which demonstrate that Cincinnati Bell Any Distance Inc. has sufficient financial resources to operate in South Carolina. CBI's entire 2008 10K and all other CBI publicly filed financial reports can be found at:

<http://investor.cincinnati-bell.com/phoenix.zhtml?c=111332&p=irol-irhome>

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareowners of Cincinnati Bell Inc.

We have audited the accompanying consolidated balance sheets of Cincinnati Bell Inc. and subsidiaries (the "Company") as of December 31, 2008 and 2007, and the related consolidated statements of operations, shareowners' equity (deficit) and comprehensive income (loss) and cash flows for each of the three years in the period ended December 31, 2008. Our audits also included the financial statement schedule (Schedule II). These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Cincinnati Bell Inc. and subsidiaries at December 31, 2008 and 2007, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2008, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

As discussed in Note 1 to the consolidated financial statements, the Company adopted the provisions of FASB Statement No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans*, an amendment of FASB Statements No. 87, 88, 106 and 132(R), effective December 31, 2006. As discussed in Note 12 to the consolidated financial statements, the Company adopted the provisions of Financial Accounting Standards Board Interpretation No. 48, *Accounting for Uncertainty in Income Taxes*, effective January 1, 2007.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2008, based on the criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 26, 2009 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Cincinnati, Ohio
February 26, 2009

Cincinnati Bell Inc.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Millions of Dollars, Except Per Share Amounts)

	Year Ended December 31,		
	2008	2007	2006
Revenue			
Services	\$1,195.6	\$1,155.4	\$1,100.2
Products	207.4	193.2	169.9
Total revenue	1,403.0	1,348.6	1,270.1
Costs and expenses			
Cost of services, excluding items below	425.4	408.5	384.8
Cost of products sold, excluding items below	214.4	201.2	183.5
Selling, general and administrative	285.0	265.9	244.2
Depreciation	149.0	147.1	138.6
Amortization	4.9	3.7	4.4
Shareholder claim settlement	—	—	6.3
Restructuring charges	28.1	39.8	3.4
Operating tax settlement	(10.2)	—	—
Asset impairment	1.2	—	—
Gain on sale of broadband assets	—	—	(7.6)
Total operating costs and expenses	1,097.8	1,066.2	957.6
Operating income	305.2	282.4	312.5
Interest expense	139.7	154.9	162.1
Loss (gain) on extinguishment of debt	(14.1)	0.7	0.1
Other expense (income), net	3.4	(3.1)	(4.3)
Income before income taxes	176.2	129.9	154.6
Income tax expense	73.6	56.7	68.3
Net income	102.6	73.2	86.3
Preferred stock dividends	10.4	10.4	10.4
Net income applicable to common shareowners	<u>\$ 92.2</u>	<u>\$ 62.8</u>	<u>\$ 75.9</u>
<hr/>			
Basic earnings per common share	<u>\$ 0.39</u>	<u>\$ 0.25</u>	<u>\$ 0.31</u>
Diluted earnings per common share	<u>\$ 0.38</u>	<u>\$ 0.24</u>	<u>\$ 0.30</u>
<hr/>			
Weighted average common shares outstanding (millions)			
Basic	237.5	247.4	246.8
Diluted	242.7	256.8	253.3

The accompanying notes are an integral part of the consolidated financial statements.

Cincinnati Bell Inc.
CONSOLIDATED BALANCE SHEETS
(Millions of Dollars, Except Share Amounts)

	As of December 31,	
	2008	2007
Assets		
Current assets		
Cash and cash equivalents	\$ 6.7	\$ 26.1
Receivables, less allowances of \$18.0 and \$17.1	164.9	176.5
Inventory, materials and supplies	28.9	31.2
Deferred income taxes, net	96.8	72.8
Prepaid expenses and other current assets	23.8	11.1
Total current assets	321.1	317.7
Property, plant and equipment, net	1,044.3	933.7
Goodwill	71.8	62.4
Intangible assets, net	126.0	121.2
Deferred income taxes, net	466.2	523.4
Other noncurrent assets	57.3	61.2
Total assets	<u>\$ 2,086.7</u>	<u>\$ 2,019.6</u>
Liabilities and Shareowners' Deficit		
Current liabilities		
Current portion of long-term debt	\$ 10.2	\$ 7.8
Accounts payable	110.8	105.5
Unearned revenue and customer deposits	44.5	47.4
Accrued taxes	17.7	15.2
Accrued interest	45.9	49.4
Accrued payroll and benefits	49.7	44.8
Other current liabilities	45.0	47.5
Total current liabilities	323.8	317.6
Long-term debt, less current portion	1,950.5	2,001.9
Pension and postretirement benefit obligations	434.6	291.7
Other noncurrent liabilities	87.1	76.0
Total liabilities	<u>2,796.0</u>	<u>2,687.2</u>
Commitments and contingencies		
Shareowners' deficit		
Preferred stock, 2,357,299 shares authorized; 155,250 (3,105,000 depositary shares) of 6¾% Cumulative Convertible Preferred Stock issued and outstanding at December 31, 2008 and 2007; liquidation preference \$1,000 per share (\$50 per depositary share)	129.4	129.4
Common shares, \$.01 par value; 480,000,000 shares authorized; 228,496,896 and 256,652,787 shares issued; 227,881,835 and 248,357,332 outstanding at December 31, 2008 and 2007	2.3	2.6
Additional paid-in capital	2,695.3	2,922.7
Accumulated deficit	(3,356.5)	(3,459.1)
Accumulated other comprehensive loss	(177.1)	(115.9)
Common shares in treasury, at cost:		
615,061 and 8,295,455 shares at December 31, 2008 and 2007	(2.7)	(147.3)
Total shareowners' deficit	<u>(709.3)</u>	<u>(667.6)</u>
Total liabilities and shareowners' deficit	<u>\$ 2,086.7</u>	<u>\$ 2,019.6</u>

The accompanying notes are an integral part of the consolidated financial statements.

Cincinnati Bell Inc.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Millions of Dollars)

	Year Ended December 31,		
	2008	2007	2006
Cash flows from operating activities			
Net income	\$ 102.6	\$ 73.2	\$ 86.3
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation	149.0	147.1	138.6
Amortization	4.9	3.7	4.4
Gain on sale of broadband assets	—	—	(7.6)
Loss (gain) on extinguishment of debt	(14.1)	0.7	0.1
Provision for loss on receivables	19.7	15.2	14.0
Noncash interest expense	5.0	5.0	4.9
Deferred income tax expense, including valuation allowance change	67.7	51.7	62.4
Pension and other postretirement expense in excess of payments	61.4	19.2	28.1
Stock-based compensation	5.6	6.1	2.5
Other, net	1.3	(2.1)	(5.1)
Changes in operating assets and liabilities, net of effect of acquisitions			
Increase in receivables	(7.4)	(27.8)	(15.0)
Increase in inventory, materials, supplies, prepaids and other current assets	—	(7.3)	(6.2)
Increase in accounts payable	15.8	19.8	4.1
Increase (decrease) in accrued and other current liabilities	(16.4)	(28.7)	23.3
Decrease (increase) in other noncurrent assets	1.2	(0.7)	0.5
Increase (decrease) in other noncurrent liabilities	7.6	33.7	(0.6)
Net cash provided by operating activities	<u>403.9</u>	<u>308.8</u>	<u>334.7</u>
Cash flows from investing activities			
Capital expenditures	(230.9)	(233.8)	(151.3)
Acquisitions of businesses and remaining minority interest in CBW	(21.6)	(23.6)	(86.7)
Return of deposit and (purchase/deposit) of wireless licenses	1.6	(4.4)	(37.1)
Proceeds from sale of investment	—	—	5.7
Proceeds from sale of broadband assets	—	—	4.7
Other, net	0.4	(1.7)	4.7
Net cash used in investing activities	<u>(250.5)</u>	<u>(263.5)</u>	<u>(260.0)</u>
Cash flows from financing activities			
Issuance of long-term debt	23.0	75.6	—
Net change in credit facility with initial maturities less than 90 days	(2.0)	55.0	—
Repayment of debt	(105.7)	(219.1)	(13.3)
Debt issuance costs and consent fees	(0.3)	(1.3)	—
Issuance of common shares — exercise of stock options	0.3	2.5	1.9
Preferred stock dividends	(10.4)	(10.4)	(10.4)
Common stock repurchase	(76.8)	—	—
Other	(0.9)	(0.9)	0.8
Net cash used in financing activities	<u>(172.8)</u>	<u>(98.6)</u>	<u>(21.0)</u>
Net increase (decrease) in cash and cash equivalents	(19.4)	(53.3)	53.7
Cash and cash equivalents at beginning of year	<u>26.1</u>	<u>79.4</u>	<u>25.7</u>
Cash and cash equivalents at end of year	<u>\$ 6.7</u>	<u>\$ 26.1</u>	<u>\$ 79.4</u>

The accompanying notes are an integral part of the consolidated financial statements.

Cincinnati Bell Inc.
CONSOLIDATED STATEMENTS OF SHAREOWNERS' EQUITY (DEFICIT) AND
COMPREHENSIVE INCOME (LOSS)
(in Millions)

	6 3/4% Cumulative Convertible Preferred Shares		Common Shares		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Shares		Total
	Shares	Amount	Shares	Amount				Shares	Amount	
Balance at December 31,										
2005	3.1	\$129.4	255.0	\$ 2.6	\$2,929.9	\$(3,604.5)	\$ (49.6)	(7.9)	\$(145.5)	\$(737.7)
Adjustment to opening accumulated deficit, net of taxes of \$5.2	—	—	—	—	—	(9.0)	—	—	—	(9.0)
Net income	—	—	—	—	—	86.3	—	—	—	86.3
Additional minimum pension liability adjustment, net of taxes of \$(1.4)	—	—	—	—	—	—	2.2	—	—	2.2
Comprehensive income	—	—	—	—	—	—	—	—	—	88.5
Shares issued (purchased) under employee plans and other	—	—	0.7	—	2.1	—	—	(0.3)	(1.3)	0.8
Stock-based compensation	—	—	—	—	2.5	—	—	—	—	2.5
Dividends on preferred stock	—	—	—	—	(10.4)	—	—	—	—	(10.4)
Adjustment to initially apply SFAS No. 158, net of taxes of \$73.3	—	—	—	—	—	—	(127.1)	—	—	(127.1)
Other	—	—	—	—	0.8	—	—	—	—	0.8
Balance at December 31,										
2006	3.1	129.4	255.7	2.6	2,924.9	(3,527.2)	(174.5)	(8.2)	(146.8)	(791.6)
Adjustment to opening accumulated deficit to initially apply FIN No. 48	—	—	—	—	—	(5.1)	—	—	—	(5.1)
Net income	—	—	—	—	—	73.2	—	—	—	73.2
Amortization of pension and postretirement costs, net of taxes of \$(7.0)	—	—	—	—	—	—	12.2	—	—	12.2
Remeasurement of pension and postretirement liabilities and other, net of taxes of \$(27.1)	—	—	—	—	—	—	46.4	—	—	46.4
Comprehensive income	—	—	—	—	—	—	—	—	—	131.8
Shares issued (purchased) under employee plans and other	—	—	1.0	—	2.1	—	—	(0.1)	(0.5)	1.6
Stock-based compensation	—	—	—	—	6.1	—	—	—	—	6.1
Dividends on preferred stock	—	—	—	—	(10.4)	—	—	—	—	(10.4)
Balance at December 31,										
2007	3.1	129.4	256.7	2.6	2,922.7	(3,459.1)	(115.9)	(8.3)	(147.3)	(667.6)
Net income	—	—	—	—	—	102.6	—	—	—	102.6
Amortization of pension and postretirement costs, net of taxes of \$(3.6)	—	—	—	—	—	—	6.3	—	—	6.3
Remeasurement of pension and postretirement liabilities and other, net of taxes of \$39.8	—	—	—	—	—	—	(67.5)	—	—	(67.5)
Comprehensive income	—	—	—	—	—	—	—	—	—	41.4
Shares issued under employee plans	—	—	0.5	—	0.3	—	—	—	—	0.3
Shares purchased under employee plans and other	—	—	(0.3)	—	(1.2)	—	—	(0.1)	(0.6)	(1.8)
Stock-based compensation	—	—	—	—	5.6	—	—	—	—	5.6
Repurchase of shares	—	—	—	—	—	—	—	(20.6)	(76.8)	(76.8)
Retirement of shares	—	—	(28.4)	(0.3)	(221.7)	—	—	28.4	222.0	—
Dividends on preferred stock	—	—	—	—	(10.4)	—	—	—	—	(10.4)
Balance at December 31,										
2008	3.1	\$129.4	228.5	\$ 2.3	\$2,695.3	\$(3,356.5)	\$(177.1)	(0.6)	\$ (2.7)	\$(709.3)

The accompanying notes are an integral part of the consolidated financial statements.

EXHIBIT D

RESUMES

CINCINNATI BELL ANY DISTANCE INC.

Biographies of Corporate Officers

John F. Cassidy President and Chief Executive Officer Cincinnati Bell Inc.

John F. Cassidy is President and Chief Executive Officer of Cincinnati Bell Inc. He reports directly to the Board of Directors.

Mr. Cassidy is responsible for developing, establishing and executing the company's strategic and operational plans for all Cincinnati Bell companies including Cincinnati Bell Wireless, Cincinnati Bell Telephone, Cincinnati Bell Entertainment, Cincinnati Bell Any Distance, and Cincinnati Bell Technology Solutions.

Previously, Cassidy served as President and COO of the local Cincinnati Bell operations. As President of Cincinnati Bell Wireless, he led the launch of CBW and I-wireless.

Prior to launching Cincinnati Bell Wireless, Cassidy served as Vice President of Sales for Cantel, Canada's largest cellular provider. He joined Cantel after holding the position of Vice President of Sales and Marketing for Ericsson Communication's mobile handset business, where he was responsible for the brand's introduction in North America. Cassidy was formerly Vice President of Sales and Marketing for the General Electric cellular phone business.

After attending Cleveland State University's Management and Labor Relations program, Cassidy also served in executive-level positions in Labor Relations and Human Resources for TransOhio Savings Bank and the Cleveland Press. He was awarded an Honorary PhD from Cleveland state in 2005.

Beyond his work in the telecommunications industry, Cassidy is also an active member of the community. He serves on the board of the Cincinnati USA Regional Chamber, and was recently named the Chamber's Minority Business Accelerator Leadership Council Chair for 2006-2007. Cassidy also serves on the boards of the Children's Home of Cincinnati, Cincinnati Museum Center, University Hospital, the Boomer Esiason Foundation and is the past chair of the Cincinnati Chamber of Commerce's Regional Technology Initiative.

He is an Advisory Board Member for the Marvin Lewis Community Fund, the Anthony Munoz Foundation and the Boys & Girls Clubs of Cincinnati. Cassidy is a member of the Steering Committee of KnowledgeWorks Foundation (CAP) College Access/Success Partnership, in conjunction with the Cincinnati Public Schools. Cassidy has been honored as the Personal Communications Industry Association's (PCIA) Distinguished Corporate Citizen, the Boomer Esiason Foundation's Man of the Year and the Cincinnati Friars Club's Man of the Year. He also has been awarded the NAACP's Wright Overstreet Award for Education, the Cincinnati School Board's "Making A Difference" award, and Clay Pigeon Magazine's Shooting Sportsman of the Year award for 2003.

Brian Ross
Chief Financial Officer
Cincinnati Bell

Brian A. Ross is Chief Financial Officer for Cincinnati Bell. Mr. Ross reports directly to John F. Cassidy, Chief Executive Officer of Cincinnati Bell.

Mr. Ross has held a variety of positions during his tenure with Cincinnati Bell. Prior to his current position, Mr. Ross served as Senior Vice President of Finance and Accounting for Cincinnati Bell. Starting as Assistant Treasurer in 1995, he also has served as Vice President of Finance and Accounting for Cincinnati Bell Wireless from 1999 to 2001 upon returning to the company after a two-year stint as SVP & CFO for Student Loan Funding Resources.

Prior to joining Cincinnati Bell, Mr. Ross served in various financial management capacities for the Mead Corporation and U.S. Shoe. These include Assistant Treasurer of U.S. Shoe and Controller, Mead Coated Board Europe in Vienna, Austria. Mr. Ross began his career as an Instructor of Economics at Miami University.

Mr. Ross is a native of Cincinnati, Ohio and earned a bachelor of arts degree in economics and mathematics & statistics from Miami University and a master of arts degree in statistics from the University of California.

Mr. Ross is a member of the boards of The Cincinnati Equity Fund, LLC; KnowledgeFunding Ohio; Student Lending Works, Inc.; and Diamond Fiber Composites, Inc.

Mr. Ross resides in Montgomery with his wife, Julie, and four children.

Kurt A. Freyberger
Vice President and Controller

Kurt Freyberger is Vice President and Controller for Cincinnati Bell Inc. As the chief accounting officer of the company, he is responsible for all internal and external financial reporting and reports directly to Brian Ross, Cincinnati Bell's Chief Financial Officer.

Prior to joining Cincinnati Bell, Mr. Freyberger was employed by Chiquita Brands International, serving in various capacities including assistant corporate controller and director of financial reporting. Prior to working at Chiquita, Mr. Freyberger was an audit manager with PricewaterhouseCoopers.

Mr. Freyberger is a member of the Ft. Thomas Lions Club and audit committee of Gloria Dei Lutheran Church.

He holds a bachelor's degree in accounting from Western Kentucky University.

D. Scott Ringo Jr.
Assistant Corporate Secretary and Director Regulatory Affairs

D. Scott Ringo Jr. is Director of Regulatory Affairs for Cincinnati Bell and also serves as Assistant Corporate Secretary. Mr. Ringo is responsible for overall regulatory coordination, compliance and tariffs in Ohio, Kentucky and Indiana for Cincinnati Bell CBT and in the 48 contiguous states for Cincinnati Bell Any Distance (CBAD).

Mr. Ringo joined CBT in 1979 as a member of its Customer Services Department and moved within the company to the Information Services Organization in 1980. In 1983, he transferred to the Rates and Revenues Department and was tasked with transitioning regulatory support from AT&T as part of the divestiture. He also oversaw regulatory activities with the Federal Communications Commission. Starting in 1989, Mr. Ringo began a number of assignments by serving as an account executive to AT&T Communications and the cellular carrier industry, and negotiating interconnection agreements. In January 1995, Mr. Ringo was promoted to his current position within Cincinnati Bell assuming responsibility for state regulatory matters.

Prior to joining Cincinnati Bell, Mr. Ringo worked for five years in the office products industry where he held a number of positions in retail management, purchasing and inventory management.

Mr. Ringo earned his Bachelor of Science degree in Business Administration and Marketing from Northern Kentucky University in Highland Heights, Kentucky in 1977. He also serves as councilman for the City of Villa Hills, Kentucky.

Christopher C. Elma
Managing Director – Tax and Internal Control

Christopher C. Elma is Managing Director - Tax and Internal Control and is responsible for all Corporate Tax and Internal Audit matters of Cincinnati Bell Inc. and its subsidiaries.

Mr. Elma joined Cincinnati Bell Inc. in January 1999 as a manager in the Tax Department. He held various positions within the department until becoming Managing Director of Corporate Tax in January 2006. In May 2009, he assumed the additional responsibility for Internal Controls in his position as Managing Director – Tax & Internal Control.

Prior to joining Cincinnati Bell Inc. Mr. Elma spent five years with Milacron Inc. serving in various tax staff and supervisory positions.

Mr. Elma earned his Bachelor of Science degree in Accounting from the University of Cincinnati in Cincinnati, Ohio.

Scott Thomas
Tax Director

Scott Thomas is a Tax Director for Cincinnati Bell, Inc. He is responsible for the management of the corporate tax function. He reports directly to Chris Elma, Cincinnati Bell's Managing Director – Tax and Internal Controls.

Mr. Thomas joined the company in 2000 as a Senior Tax Accountant and most recently served as a Senior Manager – Corporate Tax. His previous experience includes a tax position at Arthur Andersen.

He is a certified public accountant in the state of Kentucky and a member of the Kentucky Society of CPAs and the American Institute of Certified Public Accountants (AICPA).

Mr. Thomas is a graduate of the University of Kentucky receiving his bachelor's degree in accounting.

Christopher J. Wilson
Vice President and General Counsel
Cincinnati Bell Inc.

Christopher J. Wilson is the Vice President and General Counsel for Cincinnati Bell Inc. He was elected to his current position August 6, 2003. Mr. Wilson reports directly to John F. Cassidy, President and CEO of Cincinnati Bell Inc.

Prior to his current position Mr. Wilson served as Associate General Counsel for the company's Cincinnati-based operating subsidiaries from November 1998 to August 2003. Before joining the in-house legal team at Cincinnati Bell Inc., Mr. Wilson was a partner at Frost Brown Todd LLP.

Mr. Wilson Graduated from Thomas Moore College in 1988 with a B.A. in Economics, and subsequently earned his law degree from the University of Notre Dame in 1991.

Gary J. Wojtaszek
Chief Financial Officer
Cincinnati Bell Inc.

Gary Wojtaszek is chief financial officer (CFO) for Cincinnati Bell Inc. He reports directly to Jack Cassidy, president and chief executive officer of Cincinnati Bell.

As CFO, Mr. Wojtaszek is responsible for Cincinnati Bell's corporate accounting, finance, treasury, and tax functions, as well as investor relations and corporate communications.

Mr. Wojtaszek most recently served as the senior vice president, treasurer, and chief accounting officer for Laureate Education Incorporated in Baltimore, Md., where he was responsible for global controller and treasurer functions.

Prior to joining Laureate Education, he was the vice president of finance and principal accounting officer for Agere Systems, Inc., a leading manufacturer of integrated circuits used in telecommunications and networking equipment, hard-disk drives, and other devices. While with Agere, Mr. Wojtaszek also held the positions of assistant treasurer, finance director and corporate controller. His past experience also includes treasury and corporate finance assignments with Delphi Automotive Systems and General Motors.

Mr. Wojtaszek holds a bachelor's degree in economics and history from Rutgers University and a master's degree in finance and accounting from Columbia University.

David L. Heimbach
Vice President, eVolve Business Solutions

Dave Heimbach is Vice President of eVolve Business Solutions for Cincinnati Bell responsible for a regional CLEC expansion strategy targeting small- and medium-sized businesses. Dave also has general management responsibilities for the long distance and wide area network businesses based in Cincinnati.

Prior to his current position, Dave held various strategy, general management and product development roles at Cincinnati Bell. His past career experience includes various roles in product development, sales and general management at companies in Cincinnati, Ohio and Denver, CO.

Dave graduated from Ohio University with a BSC in Communication Systems Management in 1999.

EXHIBIT E

PROPOSED LOCAL TARIFF

CINCINNATI BELL ANY DISTANCE INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICES
WITHIN
THE STATE OF SOUTH CAROLINA

This tariff contains the rates, terms, and conditions applicable for the furnishing of telecommunications services provided by Cincinnati Bell Any Distance Inc., with principal offices located at 221 East Fourth Street, 103-1280, Cincinnati, Ohio 45201.

This tariff applies to business services furnished within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

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4	Directory Assistance Service
5	Operator Assistance Service
6	Business Access Line Service
7	PRI Service
8	Exchange Areas

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

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ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

INDEX

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ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
201 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

EXPLANATION OF SYMBOLS USED IN THIS TARIFF

The following symbols are used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- T - To signify a change in text but no change in rate or regulation.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
201 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

A. APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by Cincinnati Bell Any Distance Inc. to customers within the State of South Carolina. Local exchange business services will be provided in the State in service areas of any local exchange carriers with whom the Company has a resale agreement in effect. The services in this tariff are only provided on a resale basis.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

B. DEFINITIONS

Certain terms used generally throughout this tariff are defined as follows.

1. Central Office

A switching unit in a telecommunications system providing service to the general public, that has the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks.

2. Central Office Line

A circuit used within a central office to connect to an individual line or any type of trunk.

3. Company

Cincinnati Bell Any Distance Inc. (CBAD) which is the issuer of this tariff. Also refers to the underlying provider whose facilities CBAD uses to furnish service.

4. Communication-Impaired Person

For purposes of this tariff, the definition of impaired refers to persons with communication impairments, including hearing impaired, deaf, deaf/blind, or speech impaired persons whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf or text telephone (TDD/TTY).

5. Commission

The Public Service Commission of South Carolina (PSCSC)

6. Contract

The service agreement between a customer and the Company under which facilities for the customer's use are furnished, in accordance with the provisions of this tariff.

7. Customer

The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

B. DEFINITIONS (Continued)

8. Demarcation Point (Network Interface)

The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises. Company-installed facilities at or constituting the demarcation point will consist of wire or a jack conforming to Subpart F of Part 68 of the FCC's rules. "Premises" as used in this section generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" as used in this section will be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings.

The Company's reasonable and nondiscriminatory standard operating practices will determine which of (1) or (2) will apply. The Company is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above will apply. Multiunit premises include, but are not limited to, commercial, shopping center and campus situations.

a. Single Unit Installations

For single unit installations existing as of December 27, 1991, and installations installed after that date, the demarcation point will be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.

b. Multiunit Installations

1. In multiunit premises existing as of December 27, 1991, the demarcation point will be determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.
2. In multiunit premises in which wiring is installed after December 27, 1991, including additions, modifications and rearrangements of wiring existing prior to that date, the multiunit premises owner will determine the location of the demarcation point or points. The multiunit premises owner will determine whether there will be a single demarcation point location for all customers or separate locations for each customer; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION I - APPLICATION OF TARIFF AND DEFINITIONS

B. DEFINITIONS (Continued)

9. Direct Inward Dialing (DID)

A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

10. Directory Listing

The publication in the alphabetical directory of information pertaining to a customer's telephone number.

11. Exchange

A unit established for the administration of telecommunications service in a specified area, which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing telecommunications service within that area.

12. Individual Case Basis (ICB)

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's situation

13. Initial Service Period

The minimum length of time a customer is obligated to pay for service whether or not the customer retains the service for the minimum length of time. Unless stated otherwise in this tariff, the minimum period is 30 days.

14. Local Calling

A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

15. Local Exchange Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of AT&T South Carolina.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

B. DEFINITIONS (Continued)

16. Network Interface Device (NID)

A jack conforming to Sub-part F of Part 68 of the FCC's rules provided by the Company as part of the LEC network. It will be located on the customer's premises and is considered to be the termination of the LEC network if installed by the Company. (See Demarcation Point)

17. Non-Recurring Charges

The one-time initial charges for service or facilities, including but not limited to charges for construction, installation, or special fees.

18. Private Branch Exchange (PBX)

An arrangement of equipment consisting of switchboards, dial switching equipment, wiring, telephone station apparatus, or a combination thereof. It provides for the interconnection of service lines associated with switching equipment located on a premises or extended to another premises relating to the same customer.

19. Recurring Charges

The monthly charges to the customer for services, facilities and equipment, which continue on the agreed upon duration of the service.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

B. DEFINITIONS (Continued)

20. Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use. This will be no later than five days following the request, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or this tariff, in which case the Service Commencement Date is the date of the customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

21. Termination Charge

A charge applied to a customer when service is terminated before the expiration of the initial service period, or a charge applied where a basic termination charge is specified.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

C. AVAILABILITY

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities to furnish service from time to time as required at the sole discretion of the Company.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

A. GENERAL

1. The regulations in Section 2 apply to all services contained within this tariff unless otherwise noted.
2. Revisions to this tariff which affect neither the service to subscribers (customers) nor the rate, classification, or charge to subscribers (customers) are authorized without further Order of the Commission. These revisions will be made in accordance with the Order granting such authority.

Such revisions include:

- a. Additions, deletions, corrections or rearrangements of items listed under Table of Contents, Index, Explanation of Symbols, and Explanation of Abbreviations;
- b. Rearrangements or corrections in paragraph references, headings, or numerical designations; and
- c. Changes to reflect revisions in names of other companies and in the names of exchanges of other companies approved by this Commission in connection with applications filed by other telephone companies.

Each revision will be effective on the date to be shown on the revised tariff sheets covering the changes, the effective date to be one day after the date of filing copies of the revised sheets with the Commission.

3. A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge applies at the old location, except as provided for elsewhere in this tariff, if the move occurs prior to the expiration of the initial service period.

ISSUED:

EFFECTIVE:

ISSUED BY:

D. Scott Ringo Jr., Assistant Secretary
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

B. OBLIGATION AND LIABILITY OF COMPANY

1. Liability Limitations

Approval of language contained in this tariff by the PSCSC does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.

2. Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

3. Service Irregularities and Interruptions

In the event of an interruption to service which is not due to the negligence or willful act of the customer, there will be allowed a prorata adjustment of the monthly charges involved, for the service and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty-four hours from the time it is reported to the Telephone Company or detected by the Company. For the purpose of administering this regulation, every month is considered to have thirty days.

For the purpose of applying this provisions, the word "interruption" shall mean the inability to complete calls; incoming, outgoing, or both. "Interruption" does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits, or other network and/or switching capacity shortages. Nor shall the credit allowance apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or unlawful or improper use of the facilities or service.

No credit allowance will be made for interruptions due to electric power failure, where by the provisions of this tariff, the customer is responsible for providing electric power.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delay or error, or defect in transmission occurs.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

B. OBLIGATION AND LIABILITY OF COMPANY (Continued)

3. Service Irregularities and Interruptions (Continued)

The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.

4. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

5. Use of Connecting Company Lines

When the lines of other companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

6. Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence.

When the customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Service and Equipment

Equipment and lines furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing the equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

Customer-provided equipment or protective circuitry may be connected to the telecommunications network in accordance with provisions of the Federal Communications Commission's registration program, as are now in effect or may become effective.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment and Communications Systems

a. General Provisions

1. General

Customer-provided terminal equipment and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company, where the connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC's) Rules and Regulations, and any Company tariffs.

2. Responsibility of the Customer

The customer is responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No customer-provided terminal equipment or communications systems or combinations thereof may require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment or communications system is causing such a hazard, damage, malfunction or degradation of service, the customer must make whatever changes are necessary to remove or prevent the hazard, damage, malfunction or degradation of service.

The customer is responsible for the payment of a Maintenance of Service Charge as provided in Section 2, Paragraph 6 of this tariff for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment and Communications Systems (Continued)

a. General Provisions (Continued)

3. Responsibility of The Company

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company is limited to furnishing service components suitable for telecommunications services and to the maintenance and operation of service components in a proper manner for those services. Subject to this responsibility, the Company is not responsible for (1) the through-transmission of signals generated by the customer-provided terminal equipment or communications systems, or for the quality of, or defects in this transmission; or (2) the reception of signals by customer-provided terminal equipment or communications systems; or (3) address signaling, where this signaling is performed by customer-provided signaling equipment.

At the customer's request, the Company will provide the interface parameters needed to permit customer-provided terminal equipment to operate properly with the Company's telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where these changes are consistent with Part 68 of the FCC's Rules and Regulations. If changes made by the Company can be reasonably expected to render any customer's communications system or terminal equipment incompatible with telecommunications services, or require modification or alteration of the customer-provided communications systems or terminal equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice of the changes in writing, to allow the customer an opportunity to maintain uninterrupted service.

4. Recording of Two-Way Telephone Conversations

The recording of two-way telephone conversations is governed by state and federal laws and regulations.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment and Communications Systems (Continued)

a. General Provisions (Continued)

5. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Section 2, part C.2, the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

The customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the customer's service until the customer complies with the provisions of this tariff.

b. Connections of Registered Equipment

The term "Registered Equipment" denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected to the telecommunications network at the customer premises, subject to FCC Part 68.

c. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface or demarcation point not within an equipment housing. All premises wiring, whether fully protected or unprotected, must be installed in compliance with FCC Part 68.

Customers who intend to connect premises wiring other than fully protected to the telephone network must give advance notice to the Company in accordance with the procedures specified in FCC Part 68 or as otherwise authorized by the FCC.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE

I. Application for Service

The Company may refuse an application for service if objection is made by or on behalf of any governmental authority to furnishing the service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this tariff. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due for local services included in this tariff has been paid in full.

A contract for service may be transferred to another individual, partnership, association, or corporation. No billing adjustment for local exchange service previously furnished will be made and the new customer must assume all outstanding indebtedness of the original customer. No charge applies to service transferred in accordance with these provisions.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2. Deposits

Applicants or customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge, may be required to make, at any time, a cash deposit up to an amount equaling two times (2x) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Commission. Interest on cash deposits will be payable per the deposit rules and regulations prescribed by the Commission for the period during which the deposit is held. Such deposit will be refunded or credited to the customer upon termination or after one year of prompt payment for service.

3. Telephone Numbers

The customer has no property right in the telephone number which is assigned by the Company, or any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Payment for Service

- a. The customer is responsible for payment; monthly, or on demand, of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities. Charges are payable at the Telephone Company's Business offices or at any agency authorized to receive such payments.
- b. Bills are rendered monthly and include charges for local service for the current service month.
- c. Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Paragraph D.5. following. Service will not be denied prior to five days from the date contained on said notice.
- d. All service, provided to the same customer as one business service, regardless of the tariff under which the service is provided, is considered one service for payment purposes. All service may be disconnected for non-payment even though payment is current for service provided under one or more tariffs.
- e. Where the Company provides billing inquiry service, customer inquiries relative to toll charges will be responded to promptly by the Company.
- f. Where the inquiry service is provided by an IXC or its designated agent, the IXC or agent will be responsible for notifying the Company immediately regarding any bona fide dispute over outstanding toll charges, so that service will not be terminated during the investigation of the dispute.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Payment for Service (Continued)

- h. A subscriber who orders service or equipment installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the subscriber's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the subscriber will then be subject to the one-time charge in effect at the time the work is completed by the Company.

i. Insufficient Fund Checks

Customers will be charged \$30.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

j. Late Payment Charge

Customers will be charged a late payment penalty in the amount of 1.5% per month on all delinquent amounts owed to the Company.

5. Denials or Disconnection and Restoral of Service

- a. Upon five (5) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
 - 1. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
 - 2. Violation of any regulation governing the service under this tariff;
 - 3. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
 - 4. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
 - 5. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

5. Denial or Disconnection and Restoral of Service (Continued)

- b. The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of appropriate charges, or violation of any law or regulation pertaining to telecommunications service.
- c. Service may not be refused, denied or disconnected for any of the following reasons:
 - 1. Delinquency in payment for service by a previous occupant at the premises to be served;
 - 2. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
 - 3. Failure to pay directory advertising charges or any other non-regulated service charges including 900/700 or any "dial-it"-like service charges.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

6. Maintenance and Repairs

The Company undertakes to maintain and repair the equipment and facilities which it furnishes to customers pursuant to its tariffs. The customer is responsible for damages to equipment or facilities of the Company caused by the negligence or willful act of the customer.

The customer may not rearrange, disconnect, remove, or attempt to repair, or permit others to rearrange, disconnect, remove, or attempt to repair any equipment or facilities which the Company maintains or repairs pursuant to its tariffs, without the express consent of the Company.

If trouble develops and the customer has any equipment or facilities which the Company does not maintain or repair, the customer will make appropriate tests to determine whether that equipment or facility is the cause of the trouble before reporting an out-of-service or other trouble condition to the Company.

Customers will be required to pay the maintenance of service charges, for visits made by the Company to the customer's premises, when a service difficulty or trouble report results from equipment or facilities not maintained or repaired by the Company. The customer will be advised, before a visit to his premises, of the possibility of a maintenance of service charge.

Maintenance of Service Charge:

- | | |
|-------------------------------------|--------------------|
| (1) During Normal Working Hours | \$265.00 per visit |
| (2) Outside of Normal Working Hours | \$400.00 per visit |

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours. Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the Customer's Premises on these holiday's will also be considered "Outside of Normal Working Hours":

New Year's Day	Memorial Day	Martin Luther King Jr. Day
Independence Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	Presidents' Day	Christmas Day

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

7. Special Equipment and Arrangements

Special equipment and arrangements requested by customers and not otherwise provided for in this tariff may be furnished where possible, if not detrimental to any of the services furnished by the Company, at charges that are in addition to other applicable charges.

8. Overtime

For work performed outside the normal working hours of the Company at the request of the customer, the additional expense incurred by the Company is charged to the customer in addition to other charges which are applicable. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. The customer will be notified in advance if such charges may apply.

9. Individual Case Basis (CB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which varies from tariffed arrangements. Rates quoted in response to such requests may be different from the tariffed rates specified for such services. ICB rates will be made available to similarly situated customers.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

10. Identity of Customer-Announcement Facilities

Use of Company facilities for public announcement service or non-public announcement service is subject to the following conditions:

- a. For purposes of identification, exchange service customers who transmit recorded announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- b. Customers transmitting factual announcements such as time, weather, stock market quotations, airline schedules, and similar information are excluded from the preceding conditions.
- c. Failure to comply with the provisions of this tariff will be cause for termination of the service.
- d. The Company will reveal on request, to the extent the information is available from its records, the identity of the individual responsible for service with which announcement facilities have been associated.

11. Wire Tap Investigation

When a wire tap investigation is made by the Company at the request of a customer, and no wire tap trouble condition in Company equipment or facilities can be found, the cost incurred for inspection of the facilities and equipment serving the customer may be charged to the customer.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

12. Provisions for Certain State and Local Taxes and Fees

There shall be added to the customer's bill, as a separate item, an amount equal to the customer's proportionate part of any license, occupation, franchise, or other similar tax or fee, now or hereafter agreed to or imposed upon the Company by state or local taxing authorities, whether imposed by ordinance, franchise agreement or otherwise, and whether imposed upon or measured by the gross receipts, net receipts or revenues of the Company. Such amount will be added to the bill of each customer who receives service within the territorial limits of the taxing authority. Where more than one such tax or fee is imposed, each of the amounts applicable to the customer shall be added to the customer's bill as a separately identified item.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

E. DIRECTORIES

1. Ownership and Use

The Company reserves the right to charge for directories issued in replacement of directories defaced or mutilated while in possession of customers.

2. Distribution

The Telephone Company will furnish to its customers without charge, only such directories as it deems necessary for the efficient use of service.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

F. VARIABLE TERM PAYMENT PLAN

1. General

- a. The Variable Term Payment Plan (VTPP) is a payment plan which allows customers to pay a fixed rate for services over one of any currently available payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period, e.g., the monthly rate for a short period is greater than that for a long period.
- b. The minimum period is 12 months, unless otherwise specified in product tariffs.
- c. During the effective term of a customer's initial payment period, the monthly rate is not subject to Company-initiated changes.
- d. Unless specifically exempted, services furnished under the Variable Term Payment Plan are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this and other tariffs.

2. Regulations

- a. Application of Rates and Charges (unless stated otherwise in the product tariffs)
 1. The monthly rate applicable at the time a customer subscribes to a product or service under the Variable Term Payment Plan is not subject to Company-initiated change during the initial payment period, providing there are no customer-initiated delays in the establishment of the subscribed-for product or service.
 2. After the expiration of either the initial payment period or the subsequent 12-month payment periods the monthly rate will continue to be the same rate that the customer paid under their initial term agreement. The rate will be subject to Company-initiated changes with a 60-day written notice to the customer during which time the customer shall have the right to terminate the agreement, without incurring termination charges. The rate adjustment would not exceed the tariffed rate.
 3. Nonrecurring charges are to be paid in full at the time of installation.
 4. In the event that all or any part of the service is disconnected at customer request before expiration of any selected payment period of greater than one month's duration, the customer will be required to pay termination charges as stated in this tariff.
 5. Rates and charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

F. VARIABLE TERM PAYMENT PLAN (Continued)

2. Regulations (Continued)

b. Renewal Options

The customer has the following renewal options:

1. Prior to completion of the present VTPP payment period and upon notification to the Company, a customer may renew for any payment period currently available under VTPP. The rates will be those currently in effect for new customers at the time of renewal. The new payment period starts the day following completion of the prior payment period.
2. If upon completion of the current payment period the customer has not chosen a new payment period and has not requested discontinuance of service, the customer's agreement will automatically renew for a 12-month period at the rate the customer is paying under their current agreement unless either party notifies the other in writing or verbally of its intention not to renew, at least 30 days before the end of the then-current term.

c. Early Contract Termination

Unless otherwise noted in individual product tariffs, if the customer terminates their service prior to the expiration date of the term agreement, the customer will be required to pay early termination charges that equate to the monthly charges for the remainder of either the initial payment period or the subsequent 12-month payment periods. If nonrecurring charges associated with the installation of the business services were waived, the customer will become liable for payment of the waived charges.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

d. Additions

If the customer wishes to make additions, the customer may also select, from those currently available in the tariff, a different payment period of equal or shorter length than the time remaining in the period selected for the existing service at the current filed rates for the selected period. The additions may then have a different expiration date than the existing service.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

F. VARIABLE TERM PAYMENT PLAN (Continued)

2. Regulations (Continued)

e. Upgrades

1. Allowable upgrades to products offered by the Company are specified in the individual tariffs currently in effect for offerings under the Variable Term Payment Plan.
2. A customer who elects to upgrade an installed product may choose one of two options, unless otherwise specified in the product tariffs:
 - a. The existing payment period may be extended by a period of time specified in the product tariff, and the new and the previously installed service will expire on the same date. The rate level applicable for the new service is the one currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for services previously installed and continuing in service are unaffected. (If the payment period selected by the customer prior to the upgrade has been discontinued in the tariff, the new service will be billed at rates applicable for the next shorter payment period in the current tariff.)
 - b. The new service may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new service. Rates for service previously installed and continuing in service are unaffected. The expiration date of the new service is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new service is earlier, the customer must select another payment period for the service according to the terms and conditions stated in the preceding paragraph at the time of expiration.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

F. VARIABLE TERM PAYMENT PLAN (Continued)

2. Regulations (Continued)

f. Downgrades

1. Allowable downgrades for installed services are specified in product tariffs.
2. A customer has the option to place any new service on a coterminous payment unless otherwise specified in the product tariff. Rates for the new service are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for services remaining after the downgrade will not be affected.
3. When a coterminous payment period is not chosen for new service, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Service remaining on the customer's premises will continue to be billed at the rates in effect before the downgrade. The new service may then have a different expiration date from the service which remained after downgrading.
4. When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time the service was downgraded, according to the terms and conditions in this section.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

F. VARIABLE TERM PAYMENT PLAN (Continued)

2. Regulations (Continued)

g. Requests for Changes in Length of Initial Payment Period

Following the establishment of service for a service furnished under a Variable Term Payment Plan period and before the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates, subject to the following conditions:

- a. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
- b. The new payment period begins with the date requested.
- c. No termination charge applies provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period. Otherwise, a termination charge applies for the former payment period.
- d. The new payment period selected for a component of a service must be equal to or shorter than the time remaining in that service's existing payment period.

h. Supersedure

Service may be transferred to a new customer at the same location, upon prior written concurrence by the Company. The new customer will be subject to all provisions currently reflected in the service agreement.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

G. EMERGENCY NUMBER 911 SERVICE

This service is offered solely as an aid in handling assistance calls in connection with fire, police or other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

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LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS

A. TERMS AND CONDITIONS

Listings are regularly provided in connection with local exchange service. At the request of the customer, the listing may be omitted from the directory and directory assistance records (Non-Published Service).

The rates and regulations specified in this section apply only to the alphabetical directory. The alphabetical directory is a list of telephone numbers of customers and others arranged alphabetically by surname, business, association, institution, or other nonresidence name.

The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of the dominant local exchange carrier.

All Directory Listings, regardless of type, must conform to the specifications for the directories. The Company reserves the right to modify the listings to accommodate the space limitations in the directory. Not all listing types are available in all directories.

The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or is more elaborate than is reasonably necessary to identify the listed party. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business. The Company may, upon notifying the Customer, discontinue any listing found to be in violation of the foregoing regulations.

A descriptive term characterizing the listed party's business or purpose in a general way may be furnished (in abbreviated form) as a part of the listing, when desired and available. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.

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LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS

A. TERMS AND CONDITIONS (Continued)

Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

Special arrangement of names is not permitted.

Non-Published Service customers forfeit non-address, non-list, or non-published service privacy when calling the Universal Emergency Number Service (911). The telephone number and address of the station from which the emergency call originates are passed to the Public Safety Answering Point along with the call in order for emergency units to respond to the call.

Incoming calls to Non-Published Service customers will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present.

The acceptance by the Company of the customer's request for Non-Published Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

The Company makes every effort to safeguard the address and numbers of Non-Published Service customers. However, in the absence of gross negligence or willful misconduct, no liability will attach to the Company for damages arising from inadvertently publishing the address or telephone number of a Non-Published Service customer in the directory; or disclosing the number or address to any person. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a Non-Published Service customer in the directory or otherwise disclosed, the Company's liability is limited to and satisfied by a refund of any monthly charges made by the Company.

Providing the name, address and/or telephone number of a Non-Published Service customer to the customer's primary interexchange carrier for billing purposes only, does not constitute publication or disclosure of the customer's name, number and/or address under this tariff.

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LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS

A. TERMS AND CONDITIONS (Continued)

Interexchange carriers may not release the name, address, and/or telephone number of any Non-Published Service customer, except as follows:

- a. Use of name and address for the rendering the interexchange carrier's bill to the customer.
- b. Release of the telephone number only for purposes of detail billing.

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LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS

A. TERMS AND CONDITIONS (Continued)

1. Definitions

a. Primary Listing

A primary listing is the listing furnished as a part of the local exchange service. It includes the name of the customer; a business, purpose, or other nonresidence designation when required; the address; and the telephone number.

b. Additional Listings

To be eligible for any type of additional listing, a customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent. Additional listings are listings which are similar to primary listings and furnished in addition to primary listings at the request of the customer.

c. Alternate Listings

Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.

d. Non-Published Service

Non-published listings are not printed in directories nor available from directory assistance. A nonpublished telephone service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Per Line Number Privacy will be provided when requested by the customer, to all non-published service customers at no monthly charge.

e. Foreign Listings

Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

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LOCAL SERVICES TARIFF

SECTION 3 - DIRECTORY LISTINGS

B. RATES AND CHARGES

Non-Recurring Charges:

	<u>Per Listing or</u> <u>Per number charges</u>
Additional Listing	\$20.00
Alternate Listings	20.00
Non-Published Number	20.00
Foreign Listings	20.00

Non-Recurring charges will be applied when service is established and when there are subsequent changes to the listing.

Recurring Charges:

Additional Listing	\$4.50
Alternate Listings	4.50
Non-Published Number	2.00
Foreign Listings	4.50

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LOCAL SERVICES TARIFF

SECTION 4 - DIRECTORY ASSISTANCE SERVICE

A. TERMS AND CONDITIONS

A Customer may obtain directory assistance in determining telephone numbers within its local calling area by calling the directory assistance operator. The directory assistance charges applies to each call regardless of whether or not the directory assistance operator is able to furnish the requested information.

B. RATES AND CHARGES

Each call to directory assistance will be charged as follows:

\$1.99

The Customer may make one request on each directory assistance call.

A credit will be given for calls to directory assistance as follows:

- The customer experiences poor transmission or is cut-off during the call; or
- The customer is given an incorrect telephone number.

To obtain such a credit, the customer must notify the Company.

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LOCAL SERVICES TARIFF

SECTION 5 - OPERATOR ASSISTANCE

A. SERVICE DESCRIPTIONS

1. General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
2. Busy Line Verification and Interrupt Service, provides the Customer with the following options:
 - a. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
 - b. Busy Line Verification with interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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LOCAL SERVICES TARIFF

SECTION 5 - OPERATOR ASSISTANCE

B. RATES AND CHARGES

1. The following charges will be applied on a per call basis:

General Assistance	\$ 1.00
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2. Rates for busy line verification and interrupt services, as specified below, will apply under the following circumstances, per request:

- a. The operator verifies that the line is busy with a call in progress.
- b. The operator verifies that the line is available for incoming calls.
- c. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Busy Line Verification	\$3.00
Busy Line Interrupt	\$5.00

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LOCAL SERVICES TARIFF

SECTION 6 – BUSINESS ACCESS LINES

A. BUSINESS ACCESS LINES

1. General

Business Access Lines may be purchased individually.

2. Terms and Conditions

Business Access Lines include the serving central office line equipment and all outside plant facilities including the network interface necessary to connect the serving central office to the customer's premises.

Touch Tone capability is provided at no extra charge on all Business Access Lines.

Business Access Lines provide access to and usage of 911 services where available, access to operator services and directory assistance, and access to telecommunications relays service.

Business Access Lines allow for presubscription to toll services and access to interexchange toll providers.

The local calling area for each exchange is shown in the Exchange Area section of this tariff.

Local exchange services are only available where facilities permit and may be subject to special construction charges.

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LOCAL SERVICES TARIFF

SECTION 6 – BUSINESS ACCESS LINES

3. Rates and Charges

Monthly Rate

First Lines	\$ 49.75
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Additional Lines, All Accounts	49.75
--------------------------------	-------

Nonrecurring Rate

- | | |
|--|-------|
| a. To establish or move an Business Access Line, per line | 50.00 |
| b. To change telephone number associated with a Business Access Line, per telephone number | 12.25 |
| c. To change billing arrangements associated with Business Access Lines, per line | 12.25 |

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LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE

A. TERMS AND CONDITIONS

1. Service Description

PRI Service is an ISDN local exchange service that provides a Customer with the ability to transmit and receive multiple voice and data circuit switched calls simultaneously over a single Primary Rate Facility. PRI Service is available from suitably equipped central offices and where suitable loop facilities exist.

PRI Service consists of a Primary Rate Facility and B-Channel Bearer Trunks and D-Channel Bearer Services. The Primary Rate Facility and the ISDN Bearer Trunks are not offered separately. Up to twenty-three B-Channels Bearer Trunks and one D-Channel Bearer Service may be provisioned on each access line. In addition, optional features may be purchased as specified in B.5 of this section.

PRI Service will provide transport of customer information over the 23 available B channels in the form of circuit-switched voice or data at speeds up to 64 Kbps. The basic service will include the 1.544 Mbps switched facility and the D-Channel Bearer Service. B-Channels will be ordered in addition to the Primary Rate Facility.

Dedicated B-Channel configuration: Dedicated trunk groups are the standard feature for PRI Service. Dedicated trunk groups must be assigned to handle one specific call type (examples: DID, DOD).

Three types of B-Channel Bearer Trunk Channels are available as follows.

- a. Standard channels provide the same features as analog trunk lines found in the Local Exchange Services section of this Nonresidence Service Agreement.
- b. DID channels provide direct inward dialing service.
- c. Two Way DID channels provide capability for two way standard service and direct inward dialing service.

D-Channel configuration: Each Basic PRI service will include a dedicated D-Channel for signaling.

All Bearer Trunk Channels use MF or DTMF signaling.

Only flat rate trunk channels are available.

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LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE

A. TERMS AND CONDITIONS

2. Definitions

a. Primary Rate Facility

A Primary Rate Facility is a digital pipe from the Customer's location to the Company central office which transports one or more ISDN Bearer Trunks (b. and c. following). A Primary Rate Facility can carry up to twenty-three 64 Kbps B-Channel Bearer Trunks and one 64 Kbps D-Channel Bearer Service. All selected Bearer Trunks and Services can operate on the Primary Rate Facility simultaneously.

b. B-Channel Bearer Trunks

B-Channel Bearer Trunks define the types of traffic that the Primary Rate Facility will carry. A B-Channel Bearer Trunk is a 64 Kbps information channel used in conjunction with circuit-switched service. These trunks can be configured as 1-Way In, 1-Way Out, or 2-Way.

c. D-Channel Bearer Services

The D-Channel Bearer Service is a 64 Kbps signaling channel used to control associated B Channels. One D-Channel is required for each Primary Rate Facility, and is included in the Primary Rate Facility's monthly rate.

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LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE

3. Regulations

PRI Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.

Service from some central offices may not provide all of the features and functionality described in this section.

PRI Service is offered under the Variable Term Payment Plan as outlined in this tariff Agreement.

Early contract termination charges as outlined in the Variable Term Payment Plan section of this tariff apply to this service.

The minimum service period for PRI Service is twelve months.

The Customer must provide customer premises equipment that meets the technical requirements of the serving central office.

The Customer is responsible for providing power to all customer premises equipment (CPE) attached to the Primary Rate Facility.

The Customer must notify the Company when call type maximums and minimums are to be changed for the call-by-call feature. This is in order to maintain the proper provision of directory numbers and call control on the line.

Customers wishing to upgrade existing analog trunk service to PRI Service will be charged the listed initial charges for the appropriate number of Primary Rate Facilities and will have to convert to the PRI Service DID rate structure. Initial charges on B-Channel Bearer Trunk Channels are waived for the existing analog trunks that are moved to PRI Service. Any new channels added at the time of conversion to PRI Service will incur initial charges.

When a customer transfers a call, the customer is responsible for any toll charges associated with the customer originated leg(s) of the call.

One 911 charge is applied to each outgoing and 2-way B-Channel Bearer Trunk (per channel).

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LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE

4. PRI Service Optional Features

The following features are available to PRI Service customers at additional cost.

a. Call-By-Call Service Selection

This feature provides the option for B-Channels to be assigned into a flexible trunk group which can support different call types based on real-time traffic needs. Call-By-Call service selection also allows primary as well as secondary long-distance carriers to be established for the entire trunk group (e.g., Alternate Routing Arrangement).

b. Individual Calling Line Identification (ICLID)

This feature provides customer access to the calling party's number. Feature operation is dependent on customer premise equipment and technology in use at the calling party's serving office. (Similar to the Caller ID feature available on access lines.)

c. Direct Inward Dialing (DID)

This feature provides Direct Inward Dialing to a station. DID Termination rates will apply per B-Channel configured with this option. ISDN Primary Rate Interface Service DID Number Blocks are ordered with DID Terminations on the B-Channels

d. Back-up D-Channel

This feature provides a minimum of three or more Primary Rate Interface Service facilities terminating at the same customer premises to share one primary and one secondary (or Back-up) D-Channel. The number of Primary Rate Interface Service facilities that can be shared by this feature will be based upon the availability of central office and other network facilities, and will be subject to change on a central office by central office basis.

e. Channel Transfer Service

This feature allows the customer to transfer an incoming call to another line and then hang up leaving the other two parties on a two-way call and freeing up the customer's line for another call. The customer will be responsible for toll charges associated with the transferred call. This feature is for digital channels only and is not intended for Integrated Prime Advantage channels used to transport analog, local exchange service.

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LOCAL SERVICES TARIFF

SECTION 7 – PRI SERVICE

B. RATES AND CHARGES

1. Base Service

	<u>Initial Charge</u>	<u>MTM</u>	<u>12 Mo.</u>	<u>24 Mo.</u>	<u>36 Mo.</u>	<u>60 Mo.</u>
Primary Rate Facility	\$640.00	\$561.21	\$547.21	\$533.20	\$505.15	\$477.00

B-Channel Bearer Trunks with Flat Rate Service:

Each Two-Way/ DID Channel	21.00	57.25	49.38	41.50	25.75	24.30
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DID Number Blocks:

Each group of 20 DID Numbers (Note 2)	207.40	4.15	4.15	4.15	4.15	4.15
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2. Optional Features

Call-By-Call	150.00	115.00	115.00	115.00	115.00	115.00
ICLID	100.00	115.00	115.00	115.00	115.00	115.00
Call-By-Call and ICLID Combination	200.00	200.00	200.00	200.00	200.00	200.00
Back-Up D-Channel	100.00	50.00	50.00	50.00	50.00	50.00
Channel Transfer Service	100.00	115.00	115.00	115.00	115.00	115.00

Note 2: If multiple DID number blocks are purchased at the same time, Initial Charge applies to the first group of DID numbers only.

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LOCAL SERVICES TARIFF

SECTION 8 – EXCHANGE AREAS

A. SERVICE AREA

Service will be provided in the State of South Carolina in the service areas of any local exchange carriers with whom the Company has a resale agreement in effect. Services are provided subject to technical availability and compatibility with Customer facilities.

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, where they have a resale agreement, of the Incumbent Local Exchange Carrier to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the Commission for approval.

B. CALLING AREAS

Local Calling areas of the Company are the same as the Local Calling Areas specified by the local exchange carrier with whom the Company has a resale agreement in effect.

C. EXCHANGE SERVICE AREA

Incumbent Local Exchange Carrier

BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina

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